

1476

PREAMBLE

This Agreement entered into this \_\_\_\_\_  
day of \_\_\_\_\_, by and between the Board of Education of  
Hamburg, New Jersey, hereinafter called the "Board", and the Hamburg  
Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that  
providing a quality education for the students of the Hamburg School  
District is their primary aim, and

WHEREAS, the Board and the Hamburg Education Association pursuant  
to Chapter 303, Public Laws, 1968, have an obligation to negotiate with  
respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they  
desire to confirm in this Agreement, be it,

RESOLVED, in consideration to the following mutual covenants, it is  
hereby agreed as follows:

ARTICLE I  
RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all regularly employed teachers, nurses and librarians of the Hamburg Education Association.

B. DEFINITION OF TEACHER

Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined and reference to male teachers shall include female teachers.

## ARTICLE II

## NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws, 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin between October 15th and October 31st of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated when approved by the Board and the Association shall apply to all teachers and be reduced to writing, be signed by the Board and the Association.

B. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and mutually agreed upon by both parties.

MISCELLANEOUS

- A. Neither party shall have control over the selection of the negotiation representatives of the other party.
- B. The Board agrees not to negotiate, concerning said employees in the negotiating unit as defined in Article I of this Agreement with an organization other than the Association for the duration of this Agreement.
- C. The negotiations between the Board of Education and the Association shall be conducted in private.

## ARTICLE III

## GRIEVANCE PROCEDURE

A. DEFINITIONS1. Grievance

A grievance is a claim by a teacher or the Association based upon an alleged violation, misinterpretation or misapplication of any of the provisions of this Agreement.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solution to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE1. Time Limits

a. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

b. Grievance must be filed within thirty calendar days within its occurrence.

2. If aggrieved fails to follow the prescribed procedure within the time limitations set forth, the grievance becomes void.

3. Year-end Grievances

In the event a Grievance is filed at such time that it cannot be

processed through all the steps in this grievance procedure, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

4. Level one - principal or immediate superior

A teacher with a grievance shall first discuss it with the administrative principal or his designee, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

5. Level two - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at level one, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at level one or ten (10) school days after the grievance was presented, whichever is sooner.

Within five (5) school days after receiving the written grievance, the Association shall refer it to the Board of Education for a hearing. A Board hearing shall be granted within fifteen (15) school days after the grievant's filing for appeal. The Board shall render its decision within ten (10) days after the completion of the hearing.

If after a cooling-off period of ten (10) days the grievance remains unresolved, either party may proceed to arbitration.

6. Arbitration

a. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the American Arbitration

Association in the selection of an arbitrator.

b. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory.

c. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS of TEACHER to REPRESENTATION

1. Teacher and Association

Any aggrieved person after level one may be represented at all other stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association at no cost to the Board of Education.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any

member of the administration against any representative, or any member of the Association in the grievance procedure by reason of such participation.

3. Meeting and Hearings

All meeting and hearings under this procedure shall not be conducted in public but shall include only such parties concerned and their designated or selected representatives.

4. Any employee involved in a grievance procedure is obliged to follow administrative directives for Board policies while the grievance procedures are being reviewed.

E. SEPARATE GRIEVANCE FILE

All documents, communications and records dealing with the processing of a grievance shall not be kept in the personal file of any of the participants.

## ARTICLE IV

## ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the educational program.

B. RELEASE TIME FOR MEETINGS

Whenever any representative of the Association or any Teacher participates during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

C. USE OF SCHOOL EQUIPMENT AND FACILITIES

The Association shall have the right to use school facilities and equipment with the approval of the Administrator. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.



ARTICLE V  
TEACHER RIGHTS

A.     STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere in this Agreement.

B.     REQUIRED MEETINGS OR HEARINGS

Whenever any teacher is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of the teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

C.     EVALUATION OF STUDENTS

The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Hamburg School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without justification to the teacher.

D. CRITICISM OF TEACHERS

Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

## ARTICLE VI

## TEACHING HOURS AND TEACHING LOAD

A. TEACHER DAY

The total in-school workday for classroom instruction shall consist of not more than seven (7) hours and no (0) minutes which shall include instructional, duty-free lunch period, and preparational period. In addition to the in-school workday, teachers shall arrive fifteen (15) minutes before and remain thirty (30) minutes after the close of the pupils' day. On Fridays or on days preceding holidays or vacation, the teachers' day shall end at the close of the pupils' day whenever possible.

B. LUNCH PERIODS

1. All teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.

2. Leaving the Building

Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods but must inform the office upon leaving and returning.

C. MEETINGS1. Prior to Holidays and Weekends

Whenever possible, meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.

2. Faculty and Other

Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending

faculty or other professional meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time.

### 3. Notice and Agenda

The notice of any agenda of any faculty or other professional meeting shall be given to the teachers involved at least five (5) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

### 4. Association Right to Speak

An Association representative may speak to the teachers during any meeting referred to in Article VI, section C, Par. 2, for a reasonable period of time on the request of the representative.

### D. INCLEMENT WEATHER

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

### E. DEFINITION OF IN-SCHOOL WORK YEAR

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

### F. PREPARATION TIME

1. Classroom teachers shall have one (1) preparation period per day during which they shall not be assigned to any other duties.

### 2. Regular Teachers as Substitutes

The practice of using a regular teacher as a substitute, thereby depriving him of his preparational period, is undesirable and shall not be allowed except in emergency situations.

### G. MONITORING DUTIES

The regularly employed teaching staff shall be expected to perform bus, cafeteria, sports activities, dances

and playground monitoring duties of equal scheduling as determined by the Administrative Principal. Whenever possible, the scheduling shall be made up at least one month in advance of any duties performed.

ARTICLE VII  
TEACHER EMPLOYMENT

A. NOTIFICATION

Upon employment the Administrator shall report to the Association in writing the certificates and degrees held, major and minor fields of study, and prior experience of each new teacher.

B. PLACEMENT ON SALARY SCHEDULE

1. Adjustment to Salary Schedule

Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1975-76 school year. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

C. NOTIFICATION OF CONTRACT

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30. Teachers shall, in turn, notify the Board of their intentions for the ensuing year no later than May 15.

## ARTICLE VIII

## SPECIALISTS

A. MINIMUMS

The Board and the Association recognize the fact that a certain number of competent specialists is essential to the operation of an effective educational program.

B. SUBSTITUTES1. List

Beginning with the 1975-76 school year, the Board agrees at all times to maintain, to the best of their ability, a certain list of substitute teachers. X

2. Coverage

The Board shall make every reasonable effort to provide substitutes for all personnel in all departments, including special teachers and nurses. X

ARTICLE IX  
TEACHER FACILITIES

A. LISTING OF FACILITIES

During the 1975-76 school year, the Board shall make every reasonable effort to maintain the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies;
2. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher;
3. Copies, exclusively for each teacher's use, of all texts used in the subjects taught by the teacher;
4. Certain books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility;
5. Each teacher may make recommendations on instructional materials for his class.



ARTICLE X  
TEACHER ASSIGNMENT

A. NOTIFICATION DATE FOR PRESENTLY EMPLOYED TEACHERS

All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than July 30, except in cases of emergency.

B. REVISIONS

In the event that changes in such schedules, class and/or subject assignments, building assignments or room assignments are proposed after July 30, the teacher affected shall be notified promptly in writing and upon the request of the teacher, the changes shall be reviewed between the administrator and the teacher affected.

C. ASSIGNMENT CRITERIA

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall only be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of Examiners.

ARTICLE XI  
TEACHER EVALUATION

A. NONTENURE TEACHERS

1. Frequency

Nontenure teachers shall be evaluated by their immediate superiors at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Such evaluation in each instance shall consist of at least three (3) in-classroom observations of at least twenty (20) minutes, each occurring on separate days.

B. GENERAL CRITERIA

1. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly.

2. Evaluation by Certificated Supervisors

Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

3. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

4. Standardized Tests

Results of standardized tests used for evaluating students

shall not be used to evaluate teacher performance.

C. EVALUATION PROCEDURE

1. Communication

Prior to any evaluation report the Administrative Principal of a teacher shall have had appropriate communication with the teacher which shall include all steps in Par. 2, Article XI, Section C of this Agreement.

2. Reports

Evaluation reports shall be presented to each teacher by the Administrative Principal in accordance with the following procedures:

a. Such reports shall be issued in the name of the Administrative Principal based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the teacher.

c. Such reports shall be written and shall include, when pertinent:

(1) Strengths of the teacher evidenced during the period since the previous report.


(2) Weaknesses of the teacher as evidenced during the period since the previous report.

(3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

D. PERSONNEL RECORDS

1. File

A teacher shall have the right, upon request, to review the contents of his personnel file and to make copies with Board equipment of any documents contained therein. A teacher shall be entitled to



have a representative of the Association accompany him during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate. Said documents shall be reviewed by the Administrator or his designee, and if he desires, amendable notes may be added to show changes in the situation.

## 2. Derogatory Material

a. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the administrator or his designee and attached to the file copy.

b. If a teacher refuses to sign derogatory material, the Administrative Principal shall request that the Association representative and Board representative sign the said material, and said material shall be placed in the file.

## 3. No Separate File

Although the Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, the Board shall not establish any separate personnel file which is not

available for the teacher's inspection.

E. TERMINATION OF EMPLOYMENT

Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE XII  
NOTIFICATION OF STATUS

A. DATE

On or before April 30 of each year, the Board shall give to each nontenure teacher continuously employed since the preceding September 30 either:

1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
2. A written notice that such employment shall not be offered.

B. REASONS

Any nontenure teacher who receives a notice of non-employment may within five (5) days thereafter, in writing, request a statement of reasons for such nonemployment from the administrator, which statement shall be given to the teacher in writing within five (5) days after receipt of such request.

C. FAILURE TO COMPLY

Should the Board fail to give a non-tenure teacher either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered and upon request by the teacher to the administrator, a statement of reasons and a hearing, and in the event of such hearing shall fail to make and serve a copy of the determination, all within the time and in the manner provided by this ARTICLE, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding school year upon the terms and conditions of

employment as may be required by law or agreement between the Board and the Association.

D. NOTIFICATION OF INTENTION TO RETURN

If the teacher desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before May 15, in which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue the employment of the teacher.

E. TERMINATION OF EMPLOYMENT

Any nontenure teacher who receives a notice that his employment shall be terminated shall be entitled to a statement of reasons.

ARTICLE XIII  
TEMPORARY LEAVES OF ABSENCE

A. TYPES OF LEAVE

As of the beginning of the 1975-76 school year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

1. Personal

Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during working hours, and these personal days shall not be misused. Application to the administrator shall be made at least three (3) days before taking such leave (except in cases of emergencies). If asked by the Administrative Principal the applicant for such leave shall be required to state the reason for taking such leave which will be held in strict confidence by the Administrative Principal.

2. Religious

Upon receipt of a <sup>30</sup>thirty-day notice, up to two (2) days per school year for observance of religious holidays, where said observance prevents the teacher from working on said days with the approval of the Administrative Principal.

3. School Visitation

Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature with the approval of the Administrative Principal.

4. Death

Up to five (5) days at any one time in the event of death



of a teacher's spouse, child, parent, father-in-law, mother-in-law, brother and sister. /

B. IN ADDITION TO SICK LEAVE

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

## ARTICLE XIV

## EXTENDED LEAVES OF ABSENCE

A. MILITARY

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at the time of discharge.

B. MATERNITY1. Natural Birth

The Board shall grant maternity leave without pay to any tenure teacher upon request subject to the following stipulations and limitations:

- a. Maternity leave shall commence and end on the dates requested in writing by the teacher, subject to approval by the Board.
- b. Any tenure teacher granted maternity leave shall be restored to a teaching position upon written request and approval of the Board.
- c. No teacher shall be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse between childbirth and the desired date of return; when medical documentation of fitness is provided to the Board.
- d. The Board shall remove any teacher from her duties during pregnancy unless the teacher can produce a certificate from her physician that she is medically able to continue teaching.
- e. If leave commences prior to May 15th of a given year and the teacher wishes to return to the staff for the forthcoming school year (same calendar year as when the leave commenced) she must file a written

notice of her intention to return no later than May 15th to the Board.

If this notice is not received by May 15th leave is automatically extended until the beginning of the following school year. In order to return to the staff for this school year a written notice must be submitted to the Board by May 15th of that same calendar year.

f. If leave commences after May 15th of a given year, termination of this leave will be at the beginning of the following calendar year's school year. If a teacher wishes to return to the staff for this school year she must file a written notice of her intention to return no later than May 15th of that same year to the Board.

g. If a teacher does not wish to return to the staff as described in Article XIV, Section B, Paragraph 1, Subsections e and f, the Board will anticipate a written notice of termination.

C. BENEFITS

All benefits to which a teacher was entitled at the time his leave of absence commenced shall be restored upon return.

D. EXTENSIONS AND RENEWALS

All extensions and/or renewals of leaves shall be applied for and acknowledged in writing with the approval of the Board.

## ARTICLE XV

## ABSENCE FOR PERSONAL ILLNESS

A. DEFINITION

Absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by medical authorization because of a contagious disease in the immediate family household.

B. SICK DAYS

All teachers employed shall be entitled to ten (10) sick days with full pay in each school year.

C. ACCUMULATION

If fewer than ten (10) school days or allowed sick leave is taken in any school year, then the number of days not used shall be cumulative without limit.


D. ABSENCE ON SICK LEAVE

1. Absence on sick leave shall be charged first to the ten (10) day allowance for the current year until it is fully utilized, and thereafter, to the cumulative credit to the extent that such credit is available to the individual teacher.

2. In all absences on sick leave exceeding five (5) consecutive school days, the teacher shall be required to file a physician's certificate with the Administrative Principal upon return.

E. NOTIFICATION OF ACCUMULATION

A master list of accumulated sick leave of all employees covered by this Agreement shall be forwarded by the Board Secretary to the Association by September 30, 1975.



## ARTICLE XVI

## VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. NOTIFICATION OF VACANCIES1. Date

No later than July 1st of each school year, the administrator shall make known to the faculty a list of known vacancies. X

2. Filing Requests

Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the administrator by May 15 of the current year.

3. Written Notification

As soon as practicable, and no later than July 30, the administrator shall notify and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred.

B. CRITERIA FOR ASSIGNMENT

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system as determined by the Administrative Principal. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be granted under the conditions described above, unless there is no available position to which the teacher can be transferred or an adequate replacement for the teacher cannot be obtained.

ARTICLE XVII  
INSURANCE PROTECTION

A. FULL HEALTH-CARE COVERAGE

As of the beginning of the 1975-76 school year, the Board shall provide the health-care protection designated below.

1. Full New Jersey Blue Cross, Blue Shield, Rider J, and Major Medical benefits to be paid in full for all employees and eligible dependents.

## ARTICLE XVIII

## SALARIES

A. SALARY SCHEDULE

1. The salaries of all personnel covered by this Agreement, except the school nurse, are set forth in Schedule A which is attached hereto and made a part hereof.

2. The present school nurse's salary shall be reviewed after obtaining one-half ( $\frac{1}{2}$ ) of the credits needed to complete a B.A. degree.

B. METHOD OF PAYMENT1. Ten (10) Month

Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly payments on the 15th and last working day of each month.

2. Summer Pay Plan

Teachers may, in accordance with 18A:29-3, individually elect to have ten (10%) per cent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final day in June.

3. Exceptions


When a pay day falls on or during a school holiday, vacation, or week-end, teachers shall receive their pay checks on the last previous working day.

4. Final Pay

Teachers shall receive their final checks on the last working day in June.

C. ADDITIONAL CREDITS

1. Any regularly employed teacher who has or shall achieve thirty (30) graduate-school credits in his field of education beyond the M.A. Degree



shall receive \$650.00 above the appropriate step on the M.A. scale of Schedule A.

2. Any regularly employed teacher who has or shall achieve thirty (30) graduate school credits beyond the B.A. Degree shall receive \$700.00 above the appropriate step on the B.A. scale of Schedule A. X

3. Any regularly employed teacher who has or shall achieve 15 graduate school credits beyond the B.A. Degree shall receive \$350.00 above the appropriate step on the B.A. scale of Schedule A. X

D. EXTRA-DUTY POSITIONS

When the Board and Association mutually agree, the following services shall be offered as extra-duty positions and shall be compensated for at a rate of pay attached hereto and identified as Schedule B. Each extra-duty position shall begin at Step #1 for the 1975-1976 school year. X

1. Those sports activities determined for each school year.

2. Cheerleading

Teachers performing the services listed above and any other services the Board specifically requires shall be compensated for at a rate of pay mutually agreeable to the parties involved.

Notification of special services shall be posted no later than July 30, 1975, service to begin September 1, 1975. X

Compensation shall be received at the culmination of the activity.



## ARTICLE XIX

## MISCELLANEOUS PROVISIONS

A. SEPARABILITY

If any of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

## ARTICLE XX

## DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 1975 and shall continue in effect through June 30, 1976.

B. STATUS OF INCORPORATION

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

HAMBURG ASSOCIATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

HAMBURG BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

SCHEDULE A  
SALARY SCHEDULES  
SCHOOL YEAR 1975-76

<u>LEVELS</u>	<u>NON-DEGREE</u>	<u>B.A.</u>	<u>M.A.</u>
1	7,000	9,400	10,290
2	7,200	9,830	10,720
3	7,400	10,260	11,150
4	7,600	10,690	11,580
5	7,800	11,120	12,010
6	8,100	11,550	12,440
7	8,400	11,980	12,870
8	8,700	12,410	13,300
9	9,000	12,840	13,730
10	9,400	13,270	14,160
11	9,850	13,700	14,590
12	10,300	14,130	15,020
13	10,750	14,560	15,420
14	11,200	14,990	15,850

**SCHEDULE B**  
**COACHING SALARY GUIDE**  
**SCHOOL YEAR 1975-76**

<u>ACTIVITY</u>		<u>YEARS EXPERIENCE OF COACHING ACTIVITY</u>			
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Soccer	Head	250	300	350	400
Soccer	Asst.	150	175	200	225
Basketball	Head	250	300	350	400
Basketball	Asst.	150	175	200	225
Wrestling	Head	450	500	550	600
Wrestling	Asst.	150	175	200	225
Track	Boys	150	200	250	300
Track	Girls	150	200	250	300
Cheerleading		225	250	275	300